

BLM Agreement Number CSO-463 9200 CO937
USFS Agreement Number 04-MU-11020000-034

Memorandum of Understanding

Between the
UNITED STATES DEPARTMENT OF INTERIOR
BUREAU OF LAND MANAGEMENT, COLORADO
And The
UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE, ROCKY MOUNTAIN REGION
For
Fire and Fuels Management Activities in Colorado

This Memorandum of Understanding (MOU) is made and entered into by the Bureau of Land Management-Colorado, herein referred to as the BLM, and the U.S.D.A. Forest Service, Rocky Mountain Region, herein referred to as the USFS. On September 20, 2002 (Federal Register, Vol. 67, No. 183) a final rule amends 7 CFR 2.20 and 2.60 to authorize the "Service First" initiative as an agency-wide joint pilot program between BLM and USFS to promote customer service and efficiency in the management of Public Lands and National Forest System lands. Currently, Fire Management organizations in Colorado utilize a similar collaborative process without authorities provided under "Service First". This MOU is intended to define and clarify authorities and intent within the collaborative fire organizations in Colorado.

A. PURPOSE:

The purpose of this MOU is to provide a framework for cooperation to promote and encourage the success of the Service First program within the State of Colorado and to take advantage of synergies that currently exist and to commit to improving operational areas within the combined Fire and Fuels Management programs. This MOU shall apply to all USFS and BLM units in Colorado that currently have integrated Fire Management activities.

B. AUTHORITIES:

7 CFR 2.20 and 2.60; 09/20/02
Public Law 106-291; 10/11/2000. Sec. 330.43 USC 1701.
FY2000 Interior and Related Agencies Appropriation Act Public Law 106-113.
FY1998 Interior and Related Agencies Appropriation Act Public Law 105-83.

C. STATEMENT OF MUTUAL BENEFIT AND INTEREST:

The BLM and USFS in Colorado have had several successful Service First associations. These collaborations have resulted in cost savings and improved services to the public.

The BLM fire program in Colorado has been integrated for many years taking advantage of our limited resources by combining positions with the Forest Service. This relationship has eliminated the need for duplicate organizations providing a true unified fire management program across the landscape.

It is in the interest of the BLM and USFS fire organizations to continue to integrate administrative, operational and managerial programs to meet the work required by each agency and to strive to make improvements to the fire program to make its function as seamless as possible.

D. THE PARTIES SHALL:

1. Dispatch Zone Information Technology

The BLM and USFS recognize the need to improve compatibility of computer systems and to facilitate communications and other data processing requirements where technologically possible and legal. This is especially important in the Interagency Dispatch Centers. Managers will consider compatibility of USFS and BLM workstations, telephones, etc whenever possible.

2. Radio Communications

Management is committed to ensuring that there is adequate radio communications capability and compatibility between the USFS and BLM to provide for employee safety. Management will designate an agency lead contact for radio communications so that problems that develop in the field can be coordinated and resolved quickly. An annual Operating Plan will be developed at the State Level and at each of the Dispatch Units (Craig, Grand Junction, Montrose, Durango, Pueblo, and Ft Collins) within the State. The plan will include the following information;

- responsible and accountable agency contacts available 24 hours a day, 7 days a week, during a predetermined "season of use",
- list of equipment in the Unit,
- agency ownership of the equipment,
- an agreement for scheduling of maintenance and replacement of equipment,
- funds available for equipment, contracts for maintenance, and radio technicians.

3. National Fire Plan

Every attempt shall be made to accomplish the Five Key Points of the National Fire Plan. More often than not, issues and opportunities in strengthening our preparedness in the Wildland Urban Interface, treating hazardous fuels, and providing assistance to local communities have common roots. Whenever possible, the BLM and USFS will plan, prioritize and implement projects jointly to insure that limited resources can be utilized for the greatest good in urban communities on all public lands.

A panel in each USFS District and BLM Field Office should be established to complete the planning and prioritization. At a minimum this panel will consist of BLM and USFS, and should include other cooperators as appropriate.

4. Incident Business Management and Contracting

An Interagency Operating Guideline will be developed by each fire management unit to identify administrative procedures for incident support. Management will explore and capitalize on all potential opportunities and implement when practical, shared contractual responsibilities to reduce redundancies and provide for effective operation.

5. Operational Authorities

Authorities in law and policy, and restated in this agreement allow USFS personnel to supervise BLM personnel and visa versa. Management will review organizational structure of the Fire Programs and provide cross delegations of authority when deemed necessary. Supervisors in one agency who oversee an employee in the other agency will use the standards and policy required by the employee's agency.

6. Fire Management Officer Delegations of Authority

In many cases across Colorado, Fire Management Officers do not receive direct supervision from District Rangers or Field Office Managers. It is recognized that line officers have full operational decision making authority in fire management on lands for which they are responsible. Fire Management Officers will obtain delegations of authority from those line officers for initial attack of wildfires. FMOs will receive additional delegations in wildland fires through the WFSA or WFIP, and in prescribed fires through the Prescribed Burn Plan.

7. Annual Operating Plan

Annual Operating Plans (AOP) will be developed and implemented to ensure efficiency and reduce redundancies within the organizations. These AOP's will be validated and/or adjusted yearly to improve efficiency and effectiveness. At a minimum, AOP's will include sections that respond to the above clauses 1 through 6 and will be done in accordance with provision E.5.

E. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

1. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the BLM or Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).

2. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the BLM or the Forest Service from participating in similar activities with other public or private agencies, organizations, and individuals.

3. COMMENCEMENT/EXPIRATION/TERMINATION. This MOU takes effect upon the signature of the BLM and FS and shall remain in effect for five years from the date of execution. This MOU may be extended or amended upon written request of either the parties and the subsequent written concurrence of the other(s). Either party may terminate this MOU with a 60-day written notice to the other(s).

4. PRINCIPAL CONTACT. The principal contacts for this instrument are:

Forest Service Project Contact	BLM Project Contact
Lindon Wiebe	Bill Wallis
Deputy Director, State & Private Forestry	State Fire Management Officer
USDA Forest Service Rocky Mountain Region	USDI, Bureau of Land Management, Colorado
PO Box 25127 Lakewood, CO 80225	2850 Youngfield Lakewood, CO 80215
Phone: 303 275-5750	Phone: 303 239-3689
FAX: 303 275-5754	FAX: 303 239-3811
E-Mail: lwiebe@fs.fed.us	E-Mail: wwallis@co.blm.gov

Forest Service Administrative Contact	BLM Administrative Contact
LuAnn Waida	Mary Skole
USDA Forest Service	USDI - BLM
Rocky Mountain Region	
PO Box 25127 Lakewood, CO 80225	2850 Youngfield Lakewood, CO 80215
Phone: 303-275-5280	Phone: 303 239-3674
FAX: 303-275-5453	FAX: 303
E-Mail: lwaida@fs.fed.us	E-Mail: mskole@co.blm.gov

5. NON-FUND OBLIGATING DOCUMENT: Nothing in this MOU shall obligate either the BLM or USFS to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of the BLM and USFS will require execution of separate agreements and be contingent upon the availability of appropriated funds. Many of the activities in Fire Management requiring transfer of funds are already authorized in the “*Colorado Interagency Cooperative Fire Management Agreement*” executed on May 31, 2001. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.

6. ESTABLISHMENT OF RESPONSIBILITY. This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, or any person.

7. RESPONSIBILITIES OF THE PARTIES: The USFS and BLM and their respective agencies and office will handle their own activities and utilize their own resources, including the expenditures of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.

8. AUTHORIZED REPRESENTATIVES: By signature below, the parties certify that the individuals listed in this document as representatives of the parties are authorized to act in their respective areas for matters related to this agreement.

THE PARTIES HERETO have executed this instrument as of the last date of signature below.

/s/ Ron Wenker
Ron Wenker
State Director
Bureau of Land Management, Colorado

3/26/04
Date

/s/ Richard Stem
for **Rick D. Cables**
Regional Forester
USDA Forest Service, Rocky Mountain Region

30 Mar 04
Date

The authority and format of this instrument has been reviewed and approved for signature.

Luann Waida
USFS G&A Specialist

3/29/04
Date

Mary E. Skole
BLM G&A Specialist

3/26/04
Date